

KIRBY AISNER & CURLEY LLP  
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UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re:

STONY POINT AMBULANCE CORPS, INC.

Chapter 11

Case No. 23-22654 (shl)

Debtor.

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**DECLARATION OF ERICA AISNER , ESQ. IN SUPPORT OF  
APPLICATION TO EMPLOY AND RETAIN KIRBY AISNER & CURLEY LLP  
AS ATTORNEYS FOR DEBTOR, NUNC PRO TUNC, AS OF SEPTEMBER 7, 2023**

STATE OF NEW YORK                    )  
  ) S.S.:  
COUNTY OF WESTCHESTER        )

ERICA AISNER, ESQ., being duly sworn, under the penalties of perjury, declares and says:

1. I am an attorney duly admitted to practice before this Court and a partner of the firm Kirby Aisner & Curley LLP (the “KAC Firm”), 700 Post Road, Suite 237, Scarsdale, New York 10583.

2. I am fully familiar with the facts stated herein and make this Declaration in support of an order authorizing Stony Point Ambulance Corps, Inc. (the “Debtor”) to employ and retain the KAC Firm as its attorneys, *nunc pro tunc*, as of September 7, 2023.

3. I have read and I am fully familiar with title 11 of the United States Code, Sections 101, et seq. (the “Bankruptcy Code”) and the Federal Rules of Bankruptcy Procedure (the

“Bankruptcy Rules”), and I am the partner of the KAC Firm who will be responsible for KAC Firm’s representation of the Debtor in these cases. I am fully competent to handle whatever might be expected of the Debtor’s counsel in this matter.

4. The KAC Firm is not a creditor of the Debtor or its estates.

5. The KAC Firm received a pre-petition retainer in the amount of \$30,000 on August 29, 2023, for legal services rendered in the prior month.

6. In preparing this Declaration, a conflict search was conducted which compared a list of the Debtor’s known creditors and parties in interest against KAC Firm’s database of all existing and prior matters and contacts. No parties were identified by the KAC Firm, or its members, as current or former clients of the firm or its members, or in any way related such that the KAC Firm could not be opposed to them.

7. Insofar as I have been able to ascertain, the KAC Firm is a disinterested party within the meaning of section 101(14) of the Bankruptcy Code, neither holds nor represents any adverse interest to, and has no connections to, the Debtor, the Debtor’s estates, its creditors or any other party in interest herein or its respective attorneys and accountants with respect to matters for which the KAC Firm is to be engaged, other than as specifically set forth above.

8. The KAC Firm does not have any nonprofessional relationship with, or connection to, the United States Trustee or any of his or his office’s attorneys or employees.

9. The KAC Firm has not agreed to share any compensation it may receive with another party or person, other than with the partners and associates of the KAC Firm.

10. Subject to Court approval, compensation will be paid to KAC for services provided on an hourly basis plus reimbursement of actual, necessary expenses incurred. KAC’s 2023 hourly rates for matters related to these Chapter 11 proceedings are as follows:

Partners	\$475 to \$575
Associates	\$295 to \$325
Paraprofessionals/Law Clerks	\$150 to \$200

11. The hourly rates above are subject to periodic adjustment to reflect economic and other conditions. The hourly rates above are standard, if not below standard rates for work of this nature. These rates are designed to fairly compensate KAC for the work of its attorneys and paralegals/law clerks and to cover fixed routine overhead expenses.

12. It is the KAC Firm's policy to charge its clients in all areas of practice for all expenses incurred in connection with the client's case. The expenses charged to clients include telecopier, mail and express and overnight mail charges, special or hand delivery charges, photocopying charges, travel expenses, computerized research, and transcription costs. The KAC Firm will seek reimbursement of its expenses as allowed pursuant to the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules and Orders of this Court.

13. Based upon the information available to me, the KAC Firm neither holds nor represents any interest adverse to the Debtor, the Debtor's estates, or its creditors as to the matters in which it is to be employed. I believe the KAC Firm is a "disinterested person" as defined in section 101(14) of the Bankruptcy Code. I know of no reason why the KAC Firm cannot act as attorneys for the Debtor.

Dated: Scarsdale, New York  
September 20, 2023

/s/ Erica Aisner  
Erica Aisner